



APPENDIX C

DISPUTE RESOLUTION PROCEDURE AND MUTUAL BINDING ARBITRATION AGREEMENT

Agreement to use Dispute Resolution Procedure:

I hereby agree that any claims, disputes or controversies arising between me and VENUE RESTAURANT LLC d/b/a Red Rooster Harlem ("Company"), which could give rise to a legal claim relating to my employment with Company or the termination thereof, including the interpretation or application of this Dispute Resolution Procedure and Mutual Binding Arbitration Agreement ("Agreement"), shall be addressed in the following manner:

First, through good faith negotiation between me and Company.

Second, at the Company's option, through mediation administered by a mediator approved by me and Company and paid for by Company.

And third, if still not resolved, by binding arbitration under the Federal Arbitration Act administered by the AAA (American Arbitration Association) ("AAA") pursuant to its Employment Arbitration Rules and Mediation Procedures then in effect. Both the Company and I shall be entitled to adequate discovery prior to the arbitration as determined by the arbitrator, who shall be selected in accordance with AAA's rules. Both the Company and I shall have the right to be represented by counsel of their choice, and I will be responsible for retaining my own attorney. I understand that copies of the AAA rules and policies are available to me at <http://www.adr.org> and that a hard copy is available to me upon request. If for any reason AAA is not available, the arbitration shall be administered by JAMS, The Resolution Experts pursuant to its Employment Arbitration Rules then in effect for employment disputes.

This Agreement Applies to Both Me and Company:

I understand and agree that the procedures outlined in this Agreement will be the exclusive means of redress for any disputes relating to or arising from my employment with Company, whether such disputes are initiated by me or Company, including disputes over rights provided by federal, state, or local statutes, regulations, ordinances, and common law. The types of disputes covered by this Agreement include, but are not limited to, claims brought pursuant to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act, the Occupational Safety and Health Act, the Employee Retirement Income Security Act of 1974, the Immigration Reform and Control Act, the National Labor Relations Act, the Consolidated Omnibus Reconciliation Act ("COBRA"), the Family Medical Leave Act, the New York State



Human Rights Law, the New York City Human Rights Law, the New York Labor Law, the New York Wage Theft Prevention Act, the New York State Hospitality Wage Order, the New York State Wage Order for the Restaurant Industry, and/or any other federal, state or local statute, law, ordinance, regulation or order, or the common law, or any self-regulatory organization rule or regulation. However, claims prohibited by law to be arbitrated shall not be subject to this Agreement.

I understand and agree that the arbitration will take place in New York, New York unless another location is mutually agreed upon by me and Company.

I acknowledge that arbitration does not involve a jury, and that I will not be entitled to a trial in court with a jury. I agree that the arbitrator's award will be final and binding on both parties. I understand that any challenges to the enforceability of this Agreement must be resolved by the arbitrator in arbitration and not in court. I understand that each party must pay its own attorneys' fees in connection with the arbitration, and that the arbitrator may not award attorneys' fees unless the claims involve a contract or statute that allows for attorneys' fees to the prevailing party.

Each party will have the right to request that the arbitrator issue a written decision that memorializes the essential findings of fact and law and the conclusions upon which the arbitrator's decision and the award, if any, are based. Company will pay the fees for the arbitrator and the use of the arbitration forum, except that I will contribute towards the fees in an amount consistent with the amount I would have spent to pursue the matter in court.

If any parts of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and/or enforceability of the remaining provisions will not be affected or impaired by that determination. If any terms or sections of this Agreement are determined to be unenforceable, they shall be modified so that the unenforceable term or section is enforceable to the greatest extent possible.

Class Action Waiver:

The Company and I expressly intend and agree as follows: (1) that class action and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (2) that neither the Company nor I will assert, participate in, or join class action or representative action claims against the other in arbitration or otherwise; and (3) that the Company and I shall only submit our own, individual claims in arbitration and will not seek to represent the interests of any other person.

Initiating the Dispute Resolution Process:

In accordance with this Agreement, and to facilitate good faith negotiations to resolve it promptly, I agree to give written notice to the General Manager of Red Rooster Harlem,



stating the nature of my claim in sufficient detail to advise Company of the nature of the dispute, including the timeframe of the issues involved, the names of anyone at the Company with knowledge of the dispute, and my requested relief. The Company agrees to do the same if it initiates any claim against me. I understand that this information will be used to investigate the claim, so that Company and I can engage in good faith negotiations to resolve it promptly in accordance with the three steps outlined above.

Contract of Employment

Neither the terms nor conditions described in this agreement are intended to create a contract of employment for a specific duration of time. Both the employee and Red Rooster Harlem are free to terminate the employment relationship with or without cause or notice at any time.

Governing Law

This agreement shall be governed by and shall be interpreted in accordance with the laws of the state of New York.

Execution

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, whether an original or a facsimile or .pdf scan of an original, but all of which shall constitute one and the same instrument.

The signature of the parties below indicates their agreement to be bound by this Agreement.

Employee Name

Date

Signature

Signature of Company Representative

Date



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Campus Johnson

8/12/15

Employee Name

Date

Signature

8/12/15

Signature of Company Representative

Date